

MINISTRY OF ENERGY

Professionalism. Integrity. Transparency

Stamp: Societatea Nationala Nuclearelectrica S.A.

General Manager

No. 4039 / 05.04.2017

MINISTER'S OFFICE

10/335/TPP/05.04.2017

To:

Societatea Nationala Nuclearelectrica S.A.

Board of Directors

Mr. Alexandru Sandulescu, President of the Board of Directors

Ref: Supplementation of the agenda for the GOMS from 24.04.2017

Considering:

- The summons of the GOMS for 24.04.2017 by posting the convener in the Official Gazette no. 986/24.03.2017,
- the provisions of art. 117¹ paragraph 1 of the Law no. 31/1990 of the companies, republished, with subsequent amendments and additions, corroborated with the provisions of art. 7 paragraph 1 letter a of the C.N.V.M. no. 6/2009 regarding the performance of certain rights of the shareholders within the general meetings of shareholders with subsequent amendments and additions and of art. 14 of the Company's Articles of Incorporation, one or more shareholders owning, individually or separately, at least 5% of the share capital may request to insert additional points on the agenda of the general meetings of shareholders,

The Ministry of Energy, in the name of the Romanian State, as shareholders owning a number of 248,736,619 shares, representing 82.4959% of the share capital of S.N. Nuclearelecrica S.A., request the BoD of S.N. Nuclearelecrica S.A. to insert of the agenda of the GOMS summoned for 24.04.2017 the following points:

1. 'The approval of the management contract type following to be signed by the company with the temporary managers and the authorization of the Ministry of Energy representative in the general meetings of shareholders to sign in the name and for the company the contract with the temporary administrators, contract which shall become effective on 26.04.2017.'

We propose this point is introduced after point 9 of the agenda as was published.

2. 'The approval of the fix gross monthly remuneration for the non-executive members of the BoD at the level of two averages for the last 12 months of the average gross monthly wage for the activity developed according to the main object of activity registered by the company, at the class level according to the activity classification from the national economy, transmitted by the National Institute of Statistics before the appointments'

We propose for this point to be introduced after point 10 of the agenda as it was published.

3. *'The approval of the general limits of the fix gross monthly remuneration of the managers between 4 and 6 times the average for the last 12 months of the average gross monthly wage of the branch the company develops its activity, communicated by the National Institute of Statistics prior to the appointment.'*

We propose this point is inserted on the agenda after point 11 on the agenda as it was published.

The decision projects proposed to be adopted within the GOMS for the points proposed to be introduced on the agenda, are:

Decision 1: 'Approves the form of the management contract following to be signed by the company with temporary administrators and is authorized the representative of the Ministry of Energy in the general meeting of shareholders to sign in the name and for the company the contract with temporary administrators, contract which shall become effective on 26.04.2017.'

Decision 2: 'Approves the fix gross monthly remuneration for the non-executive members of the BoD at the level of two averages for the last 12 months of the average gross monthly wage for the activity developed according to the main object of activity registered by the company, at the class level according to the activity classification from the national economy, transmitted by the National Institute of Statistics before the appointment'.

Decision 3: 'Approves the general limits of the fix monthly gross remuneration of the managers between 4 and 6 times the average for the last 12 months of the average gross monthly wage of the branch the company develops its activity, communicated by the National Institute of Statistics prior to the appointment.'

**MINISTER OF ENERGY
TOMA-FLORIN PETCU**

*Stamp: Minister
Ministry of Energy
Signature illegible*

MANAGEMENT CONTRACT NO. _____

Concluded today

I. Preamble

Considering:

- The Government Decision no. regarding the incorporation of Societatea Nationala Nuclearelectrica S.A.;
- The provisions of the EGO no. 109/2011 regarding corporate governance of public companies approved by the Law no. 111/2016, with subsequent amendments and additions ('EGO no. 109/2011');
- Provisions of the Law no. 31/1990 company's law, republished, with subsequent amendments and additions ('Law no 31/1990');
- The company's Articles of Incorporation, updated;
- The provisions of art. 1913-1919, art. 1924, as well as art. 2009 and the following of the Civil code;
- The decision of the GOMS of the company no. fromto approve the mandate contract between the company the company's administrators

And the fact that:

- By the Decision no. from....., the GOMS of the company appointed Mr. / Mrs. _____ in the temporary administrator position of the BoD, and he/she expressly accepted the appointment, following to perform, together with the other members of the BoD, the attributions provided by the Law no. 31/1990, of the company's Article of Incorporation ('Articles of Incorporation') and the EGO no. 109/2011;
- The Law no. 31/1990, EGO no. 109/2011 with subsequent amendments and additions, as well as the company's Articles of Incorporation, require from the BoD members that, for the period of their mandate, won't be in a legal labor relation with the company;

the parties agree upon the conclusion of the mandate contract, hereafter appointed and the Management Contract ('Management Contract') following the will agreement expressed by the signatory parties.

II. Contracting parties

Art. 1 The Company managed in unitary system, with registered office in Municipality.....street, county of, registered at the Office of the Register of Commerce with the Court of Law, under no.Sole Registration Code RO....., IBAN code opened at represented by Mr., as principal ('the Company'),

And

Mr./Mrs. _____, Romanian citizen, born on, in Municipality, county of, domiciled inMunicipality,street, bl., ap., county of, holder of IC series

No..... issued by, on, PIN, as non-executive administrator ('Administrator').

III. Definitions

Art. 2 In the hereby Management Contract, the terms below shall have the following meanings:

a. **Articles of incorporation** – Articles of Incorporation of, approved by the Company's GMS, as effective on the date of the hereby Management Contract or as amended/added/redrafted by the decision of the company's GMS;

b. **Applicable legal frame** – the assembly of the legal Romanian standards consisted in the EGO no. 109/2011 with subsequent amendments and additions, the Company's law no. 31/1990, with subsequent amendments and additions, Civil code, Fiscal code, as well as other standards related to the hereby Management Contract, applicable to the parties;

c. **Conflict of interests** – any situations or circumstances determined / determinable according to the legal frame applicable and the Organization and operating regulation of the Company ('ROF') where the personal interest of the Administrator, directly or indirectly, conflicts with the Company's interest, affecting or with the possibility to affect the independence and equity in making business decisions or fulfilling in time and appropriately, with the attributions in performing the mandate or for the Company;

d. **The final impossibility to perform the mandate / legal impediment** – (i) any circumstance creating an unavailability with a period exceeding or equal to 90 consecutive calendar days, without the administrator being able to perform his attributions, personally or by representative, (ii) preventive arrest, (iii) administrator's arrest, (iv) cancellation of the decision of the general ordinary meeting of the company's shareholders to appoint the administrator; and so on;

e. **The Remuneration** for the Administrator – means the remuneration made of a fix monthly remuneration established by the decision of the GMS, complying with the provisions of art. 153¹⁸ of the Law no. 31/1990, with subsequent amendments and additions and ar. 37 of the EGO no. 109/2011, with subsequent amendments and additions;

f. **Force Majeure** – means any external, unpredictable, invincible and inevitable event, which couldn't have been foreseen at the moment of concluding the Management Contract and which makes impossible the performance and, respectively, the compliance of the Management Contract; such events are: wars, revolutions, fire, flood or any other natural catastrophe, restrictions occurred following quarantine, embargo, the listing being exhaustive and not declarative. It is not considered a force majeure event such as the above, without creating an impossibility to perform, making extremely expensive the obligation performance of any party.

g. **Business decision** – means any decision to take or not certain measures regarding the Company's management;

h. **Accidental event** – represents an event which cannot be predicted by the administrator not stopped by him from happening; are assimilated to the accidental event the amendment of the legal fame, for the regulation and for the fiscal system existent in Romania at the moment of the Contract signing and the Company being burdened in addition;

IV. Object of the contract

Art. 3 By the hereby Management Contract, the Administrator is authorized to adopt, together with the other administrators, all necessary measures to manage the Company, according to the applicable current legal frame as well as to the Company's Articles of Incorporation and of the hereby Management Contract, within the limits of the Company's object of activity and by complying with the exclusive competencies, reserved by the Law no. 31/1990, EGO no. 109/2011 and the Articles of Incorporation, BoD, President of the BoD, GMS and executive administrators of the Company.

Art. 4 For the purpose of performing the object of the hereby Management Contract, the Administrator shall perform all documents necessary for the management of the Company's assets in its interests for the compliance of the objects of activity and shall perform the attributions established for it by the Articles of Incorporation and by the hereby Management Contract.

Art. 5 The location for the compliance of the Mandate is the Company's office, indicated at art. 1 of the hereby Contract or the location where it acts as the Company's representative. The location for the mandate compliance can be amended by the Company and can be established wither at the offices of the Company's branches, or at a different location established by the Company. The decision regarding the amendment of the location for the mandate compliance is indicated by the Company, according to the Organization and operation regulation of the BoD.

V. Period of the Management Contract

Art. 6 The Management Contract is concluded for a period of 4 months, starting until the Management Contract can be extended by the GMs decision, according to the law.

VI. Administrator's Obligations

Art. 7 The Administrator undertakes that, **together with the other members of the BoD**, shall perform the following main attributions:

- 7.1 establish the main activity directions and development of the Company;
- 7.2 to establish the nomination and remuneration committee and audit committee, according to the current legal provisions;
- 7.3 to establish the accounting policies and the financial control system and the approval of the financial planning, within the limits approved by GMS, as the case may be;
- 7.4 to delegate the Company's leadership to one or more managers, by appointing one of the as general manager, to revoke the managers and the CEO and establish their remuneration at the recommendation of the nomination and remuneration committee;
- 7.5 to evaluate the activity of the CEO for the performance of the mandate contract.
- 7.6 to approve the Organization and operation regulation of the BoD;
- 7.7 to establish the attributions delegated for the executive leadership of the Company, respectively in the competence of the CEO and the other managers with leadership attributions according to the Law 31/1990, with subsequent amendments and additions, for the performance of the Company's operations¹;

7.8 to approve the signing of any contracts for which was not delegated the competence of the CEO and managers, within the limits of the hereby Articles of Incorporation;

7.9 to summons/or as the case may be, assemble the GMS, organize the GMSs, attend the meetings of the GMS and implement the decisions of the GMSs, inform all shareholders regarding any document or event which might have a significant influence on the company's status;

7.10 to annually submit, to the Company's GMS, within the term provided by the law in this field, the report related to the Company's activity, the balance sheet and profit and loss account for the respective year, to make recommendations regarding the profit division and to approve the income and costs budget of the Company for the current year;

7.11 to establish the level of contracting current bank loans, short and average-term commercial credits and approve the issue/granting of bonds;

7.12 to provide a mandate for the CEO or negotiation committee for the negotiation of the collective labor contract and to approve and sign its final form.

7.13 to submit the request for opening the Company's insolvency procedure, according to the law, as the case may be;

7.14 to propose to the Company's GMS the increase of the share capital when this is necessary for the activity development, incorporation/cancellation of new units/sub-units, fusion, division as well as the incorporation of legal persons with or without legal personality, by association with other persons from the country or abroad;

7.15 to perform the attributions which were delegated by the Company's GMS according to the Company's law no. 31/1990 with subsequent amendments and additions, as well as any other attributions provided by the la or by the Articles of Incorporation in its task.

7.16 To approve the level of professional insurance responsibility for the CEO.

Art. 8 The Administrator also undertakes:

8.1 not to have a labor contract related to the Company;

8.2 to perform its mandate with loyalty, prudence and the diligence of a good administrator in the exclusive interest of the Company and not take any special obligations before a shareholder or another related to the Company regarding the Company's activity;

The Administrator does not breach the obligation above in case, when taking a business decision, he has the right to consider (i) he acts in the Company's interest and (ii) made the decision based on accurate information.

8.3 to adopt the necessary measures for protecting the Company's patrimony;

8.4 to keep confidentiality of information and business secrets of the Company, to which had access through the documents submitted to the BoD, except for the situations when such use is required by the law or necessary in relation with the public authorities and/or the Administrator's participation in any litigation with the object the Company's activity;

8.5 to avoid conflicts of interest in relation with the Company;

8.6 not to conclude legal documents with the Company, unless according to the law.

Art. 9 The Administrator, together with all the other administrators undertakes to assemble the GMS for the approval of any transaction, if he has, individually or within a series of transactions concluded, a value exceeding 10% of the net assets value of the company or exceeding 10% of the company's turnover, according to the last financial statements audited

or the BoD with employees, shareholders having control over the Company or a Company controlled by them; the obligation applies also in case of transaction concluded with the husband or wife, relatives or affiliates up to the 4th grade included.

Art. 10 The Administrator, with the other administrators, undertakes to inform the shareholders, during the first GMS following the conclusion of the legal document, on any transaction concluded by the Company with:

- persons provided at art. 9, if the transaction value is under 10% of the net assets of the company or exceeds 10% of the company's turnover, according to the last financial statements;
- another company or with the tutelary public authority, if the transaction has the values, individually or in a series of transactions, of at least the equivalent of EUR 100,000.

Art. 11 The Administrator, together with the other administrators, undertakes to submit to the Company's GMS, in a special chapter, the legal documents concluded according to art. 9 and 10, mentioning the following: the parties concluding the legal document, the conclusion date and nature of the document, description of its object, the total amount of the legal document, mutual receivables, bonds created, terms and methods of payment and any other essential and significant information related to the respective legal documents, as well as any information necessary to determined the effects of the legal documents on the Company's financial statement.

Art. 12 The Administrator undertakes not to use in his own interest and not to disclose to any unauthorized person, any confidential or secret information regarding the Company's activity. In this regard, the Administrator undertakes to comply with the confidentiality regulations provided in Annex 1 to the hereby Management Contract.

Art. 13 The Administrator shall not use the Confidential Information – according to the definition of such notion established in Annex 1 – directly or indirectly, for his personal use or of third parties, except for the situations when such use is requested by the law or by the attendance of the Administrator in a trial.

Art. 14 The Administrator shall comply in full with the obligations of non-competition provided in Annex 2 to the hereby Management Contract.

VII. Administrator's Rights

Art. 15 The Administrator benefits from a fix monthly gross remuneration for the performance of the mandate provided in the amount oflei, equal to two averages for the last 12 months of the monthly gross wage from the branch of the Company's activity, communicated by the National Institute of statistics, prior to the appointment.

Art. 16 The remuneration payment is done once a month, respectively onof the month, regardless of the number of meetings from that month.

Art. 17 The Administrator benefits from the compensation of costs related to the mandate performance, based on supportive documents, in the same amount corresponding to the CEO position, as well as: accommodation costs, per diem, transportation and any other types of costs related to the performance of the mandate and regardless if occurred for traveling abroad or in the country, as well as for the use of any inventory objects/fix assets necessary for the activity development.

Art. 18 The Administrator must be insured for professional responsibility. The payment of bonds for this insurance, which amount is approved by the GMS shall be done by the company and is not deducted from the administrator's remuneration.

VII. The Company's Rights

Art. 19 The Company has the right to request to the Administrator to perform his mandate in the exclusive interest of the Company and to be responsible for the way in which he performs it.

Art. 20 The company has the right, by his representatives within the GMS, to quarterly, semi-annually and annually evaluate the activity of the Company's BoD members.

IX. The Company's Obligations

Art. 21 The Company undertakes to pay all monies for the administrator provided in the hereby Management Contract, including to deduct at the source and transfer in time the income tax and all the other mandatory contributions, fiscal or of other nature, which are in the task of the Administrator, in the name and for him.

Art. 22 The Company undertakes to let the Administrator comply with the mandate/attribution/obligations freely, by complying with the limits of the Articles of Incorporation, the hereby Contract and the applicable legal frame, as provided in art. 2, letter b) of the Contract.

Art. 23 The Company undertakes to provide the Administrator with the necessary conditions for the development of his activity.

X. Responsibility of the parties

Art. 24 Incompliance and/or defective compliance of the obligations taken by any of the parties signatory to this Management Contract draw the responsibility of the party in default.

Art. 25 The party that determined the termination of the hereby Management Contract due to the culpable incompliance and/or defective compliance of the obligations taken, is responsible before the other party by covering all damages generated by the termination of the Management Contract.

Art. 26 The Administrator is responsible for the culpable incompliance: (i) of the provisions of the hereby Management Contract, (ii) of the provisions of the decisions adopted by the Company's GMS and (iii) of the provisions of the Articles of Incorporation.

Art. 27 The Administrator does not breach the prudence and diligence obligations and shall not comply in case, when taking a business decision, he is reasonably entitled to act in the Company's interest and based on adequate information and if no accidental event occurs, as it is defined.

Art. 28 The Company is responsible for culpable in compliance of the obligations taken by the hereby Management Contract and shall cover the damages caused.

XI. Force Majeure

Art. 29. Parties are exempt from liability in case of Force Majeure as it is defined in Art. 2 para. f) of this Management Contract.

Art. 30. In case of Force Majeure, the parties will make joint efforts in order to diminish the possible damage that would result from the occurrence of such circumstances.

Art 31. Parties undertake also to inform each other in writing, no later than five (5) days after the occurrence of any Force Majeure circumstance and, generally, to inform each other and in due time of the possible hinders likely to lead to difficulties in achieving the object of this Management Contract.

XII. Amendment of Management Contract

Art. 32. This Management Contract may be amended only by the written agreement of the parties which expressed in an addendum.

Art. 33. This Management Contract will be adjusted according to the legal regulations subsequent to its conclusion and that are applicable.

XIII. Termination of Management Contract

Art. 34. This Management Contract terminates:

34.1. upon the expiry of the term for which it was concluded;

34.2. when the General Meeting of Shareholders revokes the Director with immediate effect because of the unjustified failure of obligations under this Contract;

34.3. upon Director's death;

- 34.4. insolvency or bankruptcy of the Company;
- 34.5. upon the consent of the signatories;
- 34.6. Director's decision on giving up on the mandate for no fault from his side;
- 34.7 intervention of legal impediments, as defined in Art. 2 para. d) of this Management Contract, prohibiting the Directors to be entrusted with this position.

XIV. Litigation

Art. 35. Any litigation arising between the Parties on the conclusion, execution, amendment, termination or interpretation of the provisions of this Management Contract, which cannot be settled amicably, will be submitted to the competent Romanian courts.

XV. Obligation of confidentiality between the parties

Art. 36. Parties undertake to keep the confidentiality, according to the legal and statutory provisions in force, of all data, information and documents received from the other party within this Management Contract.

Art. 37. Parties may disclose information or documents relating to the performance of this Management Contract only to the persons involved in its execution, who at their turn are bound not to use them in any other purpose than in the one related to contract execution. This obligation is notified to them by the by the signatory of this Management Contract.

Art. 38. Disclosure of the information in one of the following cases is not considered an obligation to keep confidentiality:

38.1 if the information was known to the party before getting it from the other party and it can prove this;

38.2 if disclosure was made after receiving the written consent of the other party;

38.3 if the information was known to the public on its disclosure date;

38.4 if the party disclosed such information, in order to comply with the legal provisions or a court decision.

XVI. Final provisions

Art. 39. Director declares that he is informed about the provisions of the Articles of Incorporation and the Rules of organization and operation of the Company's Board of Directors

Art. 40. Director declares that he is not in any of the incompatibility situations provided by GEO no. 109/2011 and Law no. 31/1990, or competition situations under Appendix 2 to the Contract.

Art. 41. Appendices 1-2 are integrant part of this Contract.

Art. 42. This Management Contract is governed by and construed in accordance with Romanian law. For any matter not expressly mentioned therein, the Management Contract is supplemented with the provisions of the Romanian Civil Code. Also, this Management Contract is supplemented by the provisions of Law no. 31/1990 and GEO no. 109/2011.

This Management Contract is not an employment contract and is not governed by labor laws.

Art. 43. This Contract is the entire agreement between the parties Administration and cancels any other, written or oral, prior agreements between the parties on the object of the contract.

Art. 44. If individual provisions of this Management Contract become legally ineffective, the validity of the remaining provisions of this Contract will not be affected. In such cases, the Parties may agree to renegotiate in good faith any clause rendered ineffective in legal terms, adding such a renegotiated clause to the provisions of this Management Contract.

Art. 45. Any changes addressed by the parties to each other under this Management Contract will be in writing and will be sent by fax, e-mail, registered mail with return receipt or by fast courier to the addresses indicated in para. II this Contract. Depending on the specific conditions, the parties will choose in good faith and reasonably for the most appropriate means of notification of those mentioned in the first sentence of this article, so that the notification would meet its goal and would contribute to the fulfillment of contractual obligations of the parties.

Art. 46. If, at any time during the term of this Management Contract, one of the parties doesn't expressly insists to enforce a certain provision of the Contract, it does not mean that party gave up on such provisions or it waived the right to enforce these provisions.

NOW, THEREFORE, we have signed today _____ at Company's headquarters this Management Contract in 2 (two) copies and the parties state that each of them received one copy on the occasion of Contract's signing.

Company,

Director,

Represented by

Appendix 1

CONFIDENTIALITY RULES

I. Definition

The term "**Confidential Information**" means and includes any information on the trade activity of the Company, information that is not public, according to (i) the law, (ii) the decisions of the General Assembly of Shareholders, (iii) decisions of the Board of Directors and (iv) Company's in-house regulations.

Without limiting it to the list above, confidential information includes:

- a) contractual terms and any information on business partners, customers, agents, employees, contractors, investors and suppliers of the Company and the conditions under which the Company carries out trade activities with each of them;
- b) computer software (including the source code and the object code) or software program developed, upgraded or used by the Company;
- c) any information compiled by the Company, including but not limited to, information on products and services, advertising and marketing and by the current and possible customers, suppliers and/ or business partners;
- d) algorithms, procedures or techniques, ideas and core principles underlying such algorithms, procedures or techniques developed or used by the Company or otherwise known to the Company (excluding any algorithm, procedure or technique that are related to the public field), whether these algorithms, procedures, techniques are or not part of a computer software, including, but not limited to the techniques used to:
 - identify possible customers;
 - effectively communicate with current or possible customers;
 - decrease the operating costs and increase the system efficiency.
- e) the fact that the Company uses, used or assessed the possibility of using any specific database, data sources, algorithms, procedures or techniques or ideas developed or provided by a person other than the Company (including any algorithm, procedure,

technical of the public field), irrespective of whether such algorithms, procedures or techniques are part of a computer software or not;

f) marketing establishing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, changed, tested or used by the Company, or any information about or that could reasonably lead to the development of such a strategy;

g) information on the future plans of the Company, including, but not limited to the plans for expansion in geographic areas, market segments or services, any information that could be usually included in the financial statements of the Company, including but not limited to the amount of assets, liabilities, net worth, revenues, expenses and net income of the Company, except for the information whose disclosure is authorized under the in-house rules of the Company;

h) information that will be disclosed only as provided in paragraph 5;

i) any other information acquired by the Director when carrying out its mandate, which could be reasonably deemed as reflecting the vulnerability of the Company and that would help a competitor or potential competitor of the Company to compete successfully against the Company;

j) any information received by the Company from third parties which, in their turn, have a confidentiality obligation which is brought to the Company' attention;

k) any information derived from all of the above

l) any copies of all information mentioned above, unless such copies are requested by a court or other public authority, as provided by law.

2. Use and disclosure of Confidential Information

Director acknowledges that he has acquired and/ or will acquire Confidential Information during or in connection with the mandate exercise within the Company and that the use (in order for the Company to be competitive) of such confidential information by itself or by others would seriously jeopardize the ability of the Company to continue its business.

Therefore, the Director accepts that, directly or indirectly, at any time during the MandateContract concluded with the Company or at any time after its terminate, and no matter when and why this contract will terminate, he will not use or cause the use of any Confidential Information in respect of any activities or businesses, except for the trade activities of the Company and will not disclose or cause the disclosure of any Confidential Information from any person, company, association, group or any other entity, unless such disclosure has been authorized specifically in writing by the Company, or unless it is requested by any applicable law or is ordered by the decision of a court or an arbitral court or any public authority which is entitled by law to receive such information.

Additionally, the Director commits to promptly notify the Company of any act of a court or arbitral court or of another public authority, such as those mentioned in the previous paragraph, so that the Company could adopt under the law the protection measures or another appropriate solution, and will continue to provide any assistance that the Company may reasonably require to guarantee such measures or solutions.

If the protective measures referred to in the paragraph above are not enough, the Director will provide only that section of the Confidential Information that is required legally by the public authority concerned and will make all reasonable and legal efforts to obtain the confidential treatment of any Confidential Information disclosed as such.

3. Use and disclosure of information about third parties

Director understands that Company sometimes receives information from third parties, which should be treated as confidential and used only for limited purposes ("Information on third parties").

Director accepts that, directly or indirectly, at any time during the Mandate Contract concluded with the Company, or any time after its termination and, no matter when and why this Contract will terminate, he will not use or induce the use of any information on third party, unless permitted by a written agreement between the Company and the relevant third party and unless it is required by any applicable law or by a decision of a court or arbitral court or other authority public which by law is entitled to receive such information.

Additionally, the Director commits to promptly notify the Company of any act of a court or arbitral court or of another public authority of the kind referred to in the previous paragraph so that the Company could adopt, under the law, the protection measures or another suitable solution. If the protective measures are not enough, Director will provide only that section of Information on third parties, as legally required.

4. Protection of trade secrets

No provision in this Contract of Mandate will involve the Company and will not in any way affect the rights to protect its trade secrets by any means provided by law.

5. Disclosure of Information by the Company

During the execution of the Contract of Mandate and on the date of this contract's termination, Director will reveal and will promptly give over the following information ("Information to be disclosed") to the Company, to the extent that such disclosure would be reasonably considered in the interests of the Company, in writing or in any form and manner reasonably required by the Company:

(i) all and any algorithms, procedures or techniques on the trade activities of the Company or on the business of the Director within Company, ideas and core principles underlying such algorithms, procedures or techniques designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested and applied in the course of his activity within the Company, irrespective of whether such algorithms, procedures or techniques were incorporated into a computer software;

(ii) any and all marketing establishing strategies, ideas and core principles underlying these strategies and any information that could reasonably lead to the development of such strategies that are designed, original, adapted discovered, developed, acquired (from a third party or otherwise), evaluated, tested and applied in the course of his activity within the Company;

(iii) information on all and any goods and services, ideas and core principles underlying these products and services that are designed, original, adapted, discovered, developed, acquired (from a third party or otherwise) evaluated, tested and applied in the course of its activity within the Company and

(iv) any other ideas or information designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested and applied during his activity within the Company, if these ideas or information could be reasonably deemed as useful and valuable to the Company.

6. Confidential nature of the information to be disclosed

Parties agree that information to be disclosed under para. 5 is, in its turn, subordinated to the scope of Confidential Information, as defined in para. 1 of this Appendix and the Director commits to use and keep all information to be disclosed under para. 5 in the same way as Confidential Information, while observing the provisions of para. 3 of this Appendix on the Confidentiality of Information about third parties.

7. Duration of the obligation to observe the confidentiality

Confidentiality obligations incumbent to the Director under this Appendix, which is an integrant part of the Contract of Mandate, remain applicable after termination of this Contract and will be effective for an indefinite period of time.

Company,

Director,

Represented by

NON-COMPETITION CLAUSE

1. Non-competition

During the exercise of his mandate within the Company, the Director, directly or indirectly, either individually or as an employee, agent, manager, officer, partner, shareholder, investor or in any other capacity, agrees and undertakes:

a) not to get involved in any activity or business that is in competition with or similar with an activity or business of the Company or with any activity or business that the Company carries out or plans to carry out;

b) not to assist in any way, any person whose activities compete with or otherwise harm the Company's business activities.

Non-competition obligation is effective throughout Romania, in regards to any competing third parties.

2. Refrain from services' request

During the exercise his mandate within the Company, the Director, directly or indirectly, with or without fee, either individually or as an employee, agent, consultant, manager, officer, partner, shareholder, investor or in any other capacity, will not:

a) convince or attempt to convince any employee, consultant, supplier, buyer or independent contractor of the Company to terminate its relationship with the Company;

b) use, retain as a consultant or contractor, or will not determine hiring or retention of any employee, engagement/ conclusion of a contractual relationship with any agent, consultant, service provider or product purchaser or independent contractor of the Company.

3. Breach of non-competition obligations

Any breach of the obligations under this Appendix by the Director entitles the Company to request compensation for the damage caused to the Company.

Company,

Director,

Represented by